

SUPPLIER DECLARATION ("DECLARATION")

- 1 Each supplier of goods, services and projects seeking to register on the Procurement Gate (as defined in paragraph 1(h) below) (each a "**Supplier**") hereby warrants, represents and undertakes to the Department of Government Support ("**DGS**") and any other Abu Dhabi government entity for which it has been registered on the Procurement Gate (each an "**Entity**") on an on-going basis that:
- (a) the information and documentation provided by the Supplier is true, accurate and complete in all respects;
 - (b) the Supplier shall comply with all applicable laws and regulations, including, without limitation, those of the government of the United Arab Emirates ("**UAE**") or of the government of any of the constituent Emirates of the UAE or otherwise applicable to any Entity (together the "**Applicable Laws**");
 - (c) the Supplier shall comply with all Applicable Laws relating to anti-corruption and anti-bribery ("**Anti-Bribery Requirements**") and shall not engage in any activity, practice or conduct which would constitute an offence under such Applicable Law;
 - (d) the Supplier shall not make, permit to be made, or allow any party to make any improper payment (or demand for any undue financial or other advantage of any kind) or perform any unlawful act;
 - (e) the Supplier shall maintain all necessary permits, licences, consents and registrations in connection with its business in accordance with Applicable Laws;
 - (f) the Supplier shall comply with any code of conduct, guidelines, policies or other documents issued by an Entity from time to time in connection with this Declaration ("**Applicable Policies**");
 - (g) the Supplier shall immediately report to each Entity any actual or suspected violation of: (i) Applicable Laws; (ii) Anti-Bribery Requirements; and/or (iii) Applicable Policies, whether committed by the Supplier or any other party in connection with its business;
 - (h) the Supplier shall ensure that any information and documentation provided by the Supplier in the information technology platform of the Government procurement ("**Procurement Gate**") including, without limitation, any Supplier registration details, are accurate and kept up to date at all times;
 - (i) the Supplier shall not misuse the Procurement Gate by introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful;
 - (j) without limiting paragraph 1(k) below, the Supplier shall treat any user identification code or password provided by DGS as confidential and shall not disclose it to any third party;
 - (k) the Supplier shall treat any information provided by any Entity as confidential and shall not disclose it to any third party;
 - (l) the Supplier shall not upload any content on to the Procurement Gate that is: (i) defamatory, libellous, obscene or otherwise offensive; or (ii) contrary to Islamic principles or the social norms or moral or cultural considerations of the UAE; and
 - (m) the Supplier has not altered the content of this Declaration as included on the Procurement Gate in any way.
- 2 The Supplier shall ensure that each of its employees, consultants, shareholders, officers, directors, principals, agents and contractors comply with the warranties, representations and undertakings in paragraph 1 above.
- 3 The Supplier shall indemnify and hold each Entity harmless from and against any losses, liability or damages and all costs and expenses suffered or incurred by any Entity arising from or in connection with any breach by the Supplier of paragraphs 1 and 2 above.

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- 4 The Supplier acknowledges and agrees that:
- (a) each Entity may conduct such verifications of the Supplier and its business as it sees fit in connection with this Declaration;
 - (b) the Supplier shall provide all information and documentation as is requested by each Entity in connection with its verifications referred to in paragraph 4(a) above;
 - (c) without limiting paragraph 4(f) below, a failure of the Supplier to provide any information and documentation requested by an Entity may result in the Supplier being disqualified from any procurement process;
 - (d) without limiting paragraph 4(f) below, any failure of the Supplier to update its registration details (including, without limitation, any new business registration details) on the Procurement Gate may result in: (i) de-activation of any Supplier registration; and (ii) the Supplier not receiving information from any Entity (including, without limitation, tender invitations, clarifications and/or updates);
 - (e) without limiting paragraph 4(f) below, DGS may accept or reject any application submitted by the Supplier on the Procurement Gate for any reason and without notice;
 - (f) the submission of this Declaration shall not be regarded as any representation by any Entity (or any other person) that it will: (i) invite the Supplier to participate in any procurement process; or (ii) enter into any contractual arrangement;
 - (g) DGS does not guarantee that the Procurement Gate or any content on it will be: (i) available or be uninterrupted; or (ii) free from bugs or viruses; and
 - (h) no Entity shall have any liability to the Supplier for any losses suffered or incurred under or in connection with this Declaration or the Supplier's use of the Procurement Gate whether arising in contract, tort (including negligence) or otherwise.
- 5 Each Entity is relying on the information given by the Supplier in this Declaration in determining whether to enter into any contractual arrangement with the Supplier. Without limiting its rights under any other agreement, any Entity may immediately terminate any agreement with the Supplier if any warranty given in this Declaration is found to be false or misleading.
- 6 DGS reserves the right to change the terms of this Declaration from time to time. If DGS wishes to change to the terms of this Declaration it may require the Supplier to approve and accept new terms on written notice (including, without limitation, by issuing new terms on the Procurement Gate).
- 7 Without limiting paragraph 4(f) above, the Supplier acknowledges and agrees that its approval and acceptance of this Declaration is a pre-requisite to: (i) the Supplier's registration on the Procurement Gate; (ii) the Supplier's participation in any procurement process; and (iii) the supply of goods, services or projects by the Supplier to any Entity.
- 8 This Declaration shall be governed by the laws of the UAE, as applicable in the Emirate of Abu Dhabi. The Supplier irrevocably agrees that the courts of Abu Dhabi shall have the exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Declaration or its subject matter or formation.